



American Arbitration Association
Dispute Resolution Services Worldwide

Pennsylvania Labor Center

October 7, 2013

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Thomas W. Jennings, Esq.
Jennings Sigmond, PC
510 Walnut Street
16th Floor
Philadelphia, PA 19106-3683

Rene Vargas
City of Philadelphia
1515 Arch Street, 16th Floor
Philadelphia, PA 19102-1595

Re: 14 390 01524 12
Fraternal Order of Police, Lodge #5
and
City of Philadelphia

Grievance: Dect. Denise Szustowicz # [REDACTED] Suspended for 30 Days without just cause

Dear Parties:

This will confirm that a hearing in the above-captioned matter was held on September 24, 2013 and that the grievance was settled during the course of the hearing day. Accordingly, the case file has been closed.

Please be advised that it is the AAA's policy to retain closed cases for a maximum period of six (6) months after their closing date. Therefore, please take note that the above referenced physical case file will be destroyed six months from the date of this letter. In the normal course of our administration, the AAA may maintain certain documents in our electronic records system. Such electronic records are not routinely destroyed and do not constitute a complete case file.

Thank you for choosing the American Arbitration Association.

Sincerely,

Christine Naida
Case Administrator
[REDACTED]
naidac@adr.org

CNN/eg

cc: Robert E. Light, Esq.
John R. McGrody

Mediation • Arbitration • Elections • Education • Training

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE
LODGE NO. 5

Case No. AAA 14 390 01524 12

- and -

Grievant: Denise Szustowicz

CITY OF PHILADELPHIA

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("F.O.P.") are parties to a collective bargaining agreement; and,

WHEREAS, Denise Szustowicz ("Szustowicz") is employed by the City and a member of the bargaining unit represented by the FOP; and,

WHEREAS, the FOP initiated a grievance on Szustowicz's behalf, contending that the City has violated the collective bargaining agreement; and,

WHEREAS, the City denies that it has in any way violated its collective bargaining agreement with the FOP; and,

WHEREAS, the matter has proceeded unresolved to the above-captioned arbitration; and,

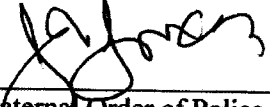
WHEREAS, the parties wish to resolve this matter without resort to further litigation;

NOW, THEREFORE, the parties agree as follows:

1. The City agrees to reduce Szustowicz's thirty (30) day suspension to an fifteen (15) day suspension.
2. The City will adjust all of Szustowicz's personnel records to reflect this reduction, and the City will make Szustowicz whole in all aspects for eleven (11) days.
3. The suspension and the Grievant's disciplinary transfer will be attributed to a violation of Section 4-§003-10 of the Philadelphia Police Department's Disciplinary Code (Insubordination – Profane, insulting, or improper language, conduct, or gestures toward, in the direction of, or in relation to a superior officer.) This charge will remain in the grievant's personnel file.

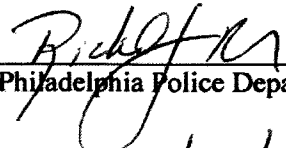
4. There is no finding of a violation of Section 4-§002-10 of the Philadelphia Police Department's Disciplinary Code (Insubordination – Refusal to promptly obey orders from a superior officer,) and the charge under this provision will be removed from the Grievant's personnel file.
5. In consideration of the foregoing, the FOP agrees to withdraw the grievance and demand for arbitration in this matter.
6. Nothing in this agreement shall be construed as an admission by the City that it in any way violated the collective bargaining agreement.
7. In further consideration of the foregoing, the Grievant and the FOP agree to release the City, its departments, boards, agencies, officials, employees and agents from any claims they had, have, or may have against them arising out of the subject matter of the aforementioned grievance.
8. The Grievant further agrees to release the FOP, its officers, members, employees, and agents from any claims she had, has, or may have against them arising out of the subject matter of said grievance, including but not limited to claims of breach of duty of fair representation.
9. This agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or any legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in subsequent administrative, judicial, or any other legal proceedings, except that it may be used in any proceeding necessary to compel enforcement with the Agreement.
10. Szustowicz, the FOP and the City agree to maintain the confidentiality of the terms of this Settlement Agreement. If asked about the result of the disputes between the parties regarding Szustowicz's case, the parties agree to inform the inquiring parties that the dispute has been "resolved" and that the parties are prohibited from discussing the terms of the resolution unless otherwise required by law.
11. By entering into this agreement, all parties hereto acknowledge that they have read the agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this agreement voluntarily, and agree to be bound hereby.

WHEEFORE, the FOP, the City, and Szustowicz, intending to be legally bound hereby,
enter into this agreement this _____ day of _____, 2013, as evidenced by
their signatures or the signatures of their representatives below.



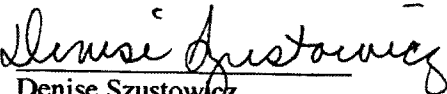
Fraternal Order of Police
Lodge No. 5

Date: 12/16/13



Philadelphia Police Department

Date: 12/13/13



Denise Szustowicz

Date: 12-16-13